

JANUARY 31, 2005
CONTRACT PERIOD THROUGH JANUARY 31, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PAINTING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JANUARY 5, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Sharon Tohtsoni, Materials Management
Steve Varscsak, Facilities Management

(Please remove Serial 94161-SC from your contract notebooks)

1.0 **INTENT:**

The intent of this multi-step invitation for bids is to source multiple contractors to provide painting services to various County agencies on an as needed basis. This contract will be awarded to multiple contractors for the purpose of achieving competitive bidding on painting projects. All work shall be by purchase order only.

The work will include, but not limited to: preparation; painting of wall, ceiling, and floors (various heights); wall texturing; wood staining; metal painting; door repairs and painting; repairing wallboard holes; cinder block holes/cracks; sanding; wallboard taping; corner repairs; spray applications; removal and installation of commercial wallpaper; or any other related service that is standard for the industry.

All County departments may use this contract for painting. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

2.0 **SCOPE OF WORK:**

2.1 The contractor shall supply all labor, supervision, materials, supplies, basic equipment used in the painting industry, transportation, and all effort necessary to perform painting services including surface preparation. The cost of wear and tear on painting application equipment, such as: rollers, brushes, sprayers, hoses, taping tools, roller handles, etc. shall be included in the bid price and not billed to the County. Travel charges shall be included in the bid price. All equipment shall be included in the bid price, i.e., manlifts, sprayers, cleaning equipment, specialized equipment, etc.

2.2 The Contractor shall provide painting services based on ~~three~~ two time zone groups:

Group 1: 8:00 AM to 5:00 PM, Monday through Friday, excluding County holidays.

Group 2: 5:00 PM through 12:00 AM, Monday through Friday, excluding County holidays.

Group 3: 8:00 AM through 5:00 PM, Saturday and/or Sunday.

Pricing shall be based on three categories:

(A) Per square foot. Brush and roller work shall be based on the same square footage price. Spray shall be based on a separate square footage price (See pricing section). Window sash, trim, base molding, doors, etc. shall be based on the brush and roller square foot pricing and not by the linear foot.

(B) By project (over \$1,000)

2.3 Due to the nature of work in public buildings, the requesting County agency will dictate what time zones in §2.2 the Contractor shall provide painting services.

2.4 The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project. The use of subcontractors also shall require insurance certificates from the subcontractor equal to the requirements as specified in this document prior to issuance of work. Additionally, all subs must have an **L-34** license prior to approval.

2.5 **PROJECT WORK:**

Project work shall mean work performed on work costing over ~~\$5,000.00~~ **\$1,000.00**. Each of the contractor s assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. Contractors must meet at the site to evaluate an accurate quote. As such, each contractor desiring to bid shall submit a competitive project quote for such project work, with award to the lowest bidder of the project. The threshold from time and materials to project work shall be ~~\$5,000.00~~ **\$1,000.00**, or as required by FMD or the using agency.

Contractors submitting a project quote, must contain: The contract serial number; Name and address of site; FMD building number; Labor, materials, equipment combined cost (construction tax, based on 65% of the retail tax rate on combined labor/materials); Grand total. The project bid shall be all-inclusive, that is, any cost overrides to be absorbed by the Contractor, or, cost overrides to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, and approved by the County prior to any authorization to proceed.

This contract may also be used for time and materials work (under \$1,000) and priced per square foot as bid in the pricing section. Each bidder shall be ranked in the pricing section as first call, second call, third call, and so on. The lowest square foot bid price shall be the first contractor called to perform T&M work. ALL contractors will have an opportunity to bid on project work and the County user agencies MUST ensure all contractors of record receive a project quote.

2.6 Response time shall not exceed seventy-two (72) hours after work order is placed with the Contractor. Should this time line not be met, the County reserves the right to award to the next lowest bidder of the project with cancellation of the order with the Contractor.

2.7 All work performed by the Contractor shall be subject to inspection and approval by the user agency and/or the Facilities Management Department of quality and completeness, prior to issuance of payment.

2.8 **SPECIFIC BRAND PAINT TO USE:**

The County currently holds a painting supply contract for Dunn-Edwards brand paint. To keep consistent with existing painted surfaces for color and quality control, and future painting performed by in-house staff, each Contractor shall be required to utilize only this brand of paint unless authorized otherwise by the Facilities Management Department or the user County agency.

2.9 If results by Contractor show materials being used do not comply with requirements, the Contractor may be directed to stop work, and remove non-complying materials, and re-coat surfaces if, upon re-re-coating with specified materials, the two coatings are not compatible.

2.10 The Contractor must take all precautionary measures for the health and safety of County employees when painting is being performed during normal business hours.

2.11 The contractor shall not be responsible for moving furniture, file cabinets, desks, or other related office items.

2.12 The Contractor shall be responsible for the tape masking where applicable and the use of drop cloths over furniture and floors.

2.13 Wallpaper and wall coverings shall be separately priced by square foot for time and materials work.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 Contractor must be in the commercial painting business a minimum five (5) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of this must accompany bid package. Painters assigned to this contract must have a minimum of five (5) years experience to perform any service to the County. Proof of these requirements must accompany bid package.

3.2 The Contractor's service truck fleet shall carry sufficient supply of paint, paint supplies, equipment, ladders, etc., to perform routine painting services and repairs. The Contractor shall have a local shop and/or warehouse that stocks materials and equipment to keep their trucks supplied daily. These requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

3.3 The Contractor must have a current license issued by the State of Arizona, Registrar of Contractors, #L-34 for Painting and Wall Covering. Proof of such must accompany bid package.

- 3.4 The contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with work performed.
- 3.5 The contractor shall perform painting services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any painting, repairs, or other related painting services performed under this Contract the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from monies due the Contractor.
- 3.6 Damage caused by spillage of paint or stains, or back splatter of paint rollers, overspray from spray equipment, or brush drops, shall be the responsibility of the Contractor to clean and/or repair and/or replace damaged items.
- 3.7 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no additional cost to the County.

3.8 **I.D. BADGE, BACKGROUND REQUIREMENTS, UNIFORMS:**

3.8.1 Contractor's staff providing services to areas such as detention facilities, court buildings, law enforcement agencies, or any other restricted areas shall require the following:

- A) A background check supplied by the County, either one, or a combination of: a MCSO, Superior Court, or County Attorney's Office. The cost of this will be incurred by the County. This service can take 6-weeks to complete (See *newly hired* below).
- B) A County picture I.D. badge supplied by the County.

3.8.2 Contractor's staff providing services to non-sensitive or non-restricted sites shall require the following:

- A) A MCSO background check. The cost of this to be incurred by the County.
- B) A picture I.D. supplied by the Contractor. The I.D. must have the company name, employee name, title, and a photograph of the employee.

3.8.3 All employees of the contractor providing services to the County must wear a company uniform identified with the company name consisting of a minimum of one of the following:

- A) Shirt/Blouse
- B) Vest

Both the uniform and the required type of I.D. badge **MUST** be worn by the employee while performing services on County premises.

3.8.4 **Newly Hired:**

Contractor's staff who have new-hire status and must start work immediately at county sites will require a background check performed by the County's Protective Services Division. This service usually takes one day. If approved, the "buddy-system" shall be employed wherein the new-hired shall companion with an authorized employee of the contractor (one who has had successfully completed a formal background check) until such time the formal background checks have been approved.

3.9 **EMPLOYEES OF THE CONTRACTOR**

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are **NOT** to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

3.10 INVOICING

Note: The Contractor must obtain a purchase order from the requesting agency prior to the start of any work.

Invoicing for project work must contain: Contract serial number; Purchase order number; Terms as bid; A detailed description of work performed; Name and address of job site; FMD building number; Combined labor and materials cost (construction tax, if any, 65% of the retail tax rate on combined labor/materials); And grand total. Attached to the invoice must be the project quote sheet. If any change orders took place, copies of change orders must be attached.

All invoicing for time and materials work shall be sent to the County user agency that has requested the services of the contractor. All T&M invoicing MUST include: Purchase order number; Terms as bid; Contract serial number; Job site name and address; FMD building number; Description of work performed; Itemized materials list description; Price of material; Total square footage painted; Cost per square foot as bid, Extended total; Applicable sales tax on materials only; Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

3.11 TAX

Taxes shall be imposed on paint and paint coatings purchased by the County. No tax shall be levied against labor (with exceptions noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid prices.

3.12 REQUIRED SUBMITTALS:

The proposals must contain the following submittals, in addition to the firms proposal and statement of qualifications.

- 3.12.1 Copy of contractor's L-34 license.
- 3.12.2 Proof of five (5) consecutive years in the commercial painting business.
- 3.12.3 Proof of 5-years experience for painting staff who shall be assigned to the County contract.
- 3.12.4 List of contractor's vehicle fleet and vehicle inventory.
- 3.12.5 A list of 5 references. (Attachment C)

4.0 CONTRACT TERMS & CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a THREE (3) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of TWO (2), ONE (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

~~Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.~~

“Items listed on the price schedule (Attachment A) shall be firm for the period of one (1) year, effective award date through one year. The vendor shall indicate below the maximum percent of annual increase that will be applicable during subsequent renewals, if any. The percent of increase will be used to determine the overall cost for the (3) year term of this contract. Justification of annual cost increase must be provided by the vendor at the time of an increase is requested, at a minimum 30 days prior to the annual contract anniversary date. Approval of any price increase will be at the sole discretion of Maricopa County.

Maximum Percent of Increase

| | |
|-----------------------|---------|
| First Renewal | _____ % |
| Second Renewal | _____ % |
| Third Renewal | _____ % |
| Fourth Renewal | _____ % |

Evaluation for each line will be based the bid unit cost plus the maximum percentage of increase for the first through fifth year.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent

that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.12 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona Department of Insurance with policies and forms acceptable to Maricopa County.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

4.13 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

4.14 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the Contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a Bid Serial Number and Title A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate Bid Serial Number and Title.

4.15 REQUIREMENT OF CONTRACT BONDS: (MAY BE REQUIRED ON PROJECTS QUOTED TO ALL CONTRACTORS)

Concurrently with the submittal of the any QUOTE the Contractor may be required to furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount equal to the full Contract amount (or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.16 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.17 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.18 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.19 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.20 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.21 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.22 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.23 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.24 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.25 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.26 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.27 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.28 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.29 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.30 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.31 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.32 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.33 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.33.1 Cancel the Contract, if it is currently in effect.

4.33.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.33.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.34 **CHANGES:**

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.35 **EMPLOYEE RESPONSIBILITY:**

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

A C C I, 1201 N. 54TH AVENUE SUITE #133, PHOENIX, AZ 85043

AMCOR CONSTRUCTION CO dba A C C I, 1201 N 54TH AVE STE. 112, PHOENIX MESA, AZ 85043

PRIMARY

6.0 PRICING: S017201/B0604883

Pricing, per specifications for painting services. Jobs over \$1,000 shall be competitively bid to all contractor's of record. Time and materials (under \$1,000) shall be called by rank by lowest bidder based on the per square foot rates. The cost of wear and tear on painting application equipment: i.e., rollers, brushes, sprayers, roller handles, etc., are to be included in the bid price and not billed to the County. Additionally, bid rate to include all equipment needed to perform the specifications.

| | <u>Time Zone Group 1</u> | <u>Time Zone Group 2</u> | <u>Time Zone Group 3</u> |
|--|------------------------------|------------------------------|------------------------------|
| 6.1 Labor, brush and roller painting services: | \$ <u>.40</u> /per sq. foot | \$ <u>.45</u> /per sq. foot | \$ <u>.50</u> /per sq. foot |
| 6.2 Labor, spray painting services: | \$ <u>.45</u> /per sq. foot | \$ <u>.50</u> /per sq. foot | \$ <u>.55</u> /per sq. foot |
| 6.3 Labor, wallpaper install new: | \$ <u>3.50</u> /per sq. foot | \$ <u>4.00</u> /per sq. foot | \$ <u>4.50</u> /per sq. foot |
| 6.4 Labor, wallpaper remove old/install new: | \$ <u>5.50</u> /per sq. foot | \$ <u>6.00</u> /per sq. foot | \$ <u>6.50</u> /per sq. foot |
| 6.5 Labor, wall coverings, install new: | \$ <u>4.50</u> /per sq. foot | \$ <u>5.00</u> /per sq. foot | \$ <u>5.50</u> /per sq. foot |
| 6.6 Labor, wall coverings, remove old/install new: | \$ <u>7.50</u> /per sq. foot | \$ <u>8.00</u> /per sq. foot | \$ <u>8.50</u> /per sq. foot |
| 6.7 Labor, for services outside the scope of this contract: | \$ <u>15.00</u> /per hr. | \$ <u>18.00</u> /per hr. | \$ <u>20.00</u> /per hr. |
| 6.8 Paint, coatings, other paint materials, wallpaper, wall coverings, etc., cost plus | | | <u>7.5</u> % |
| * Labor, drywall/plaster: | \$1.25/sq. ft. | \$1.50/sq. ft. | \$1.75/sq. ft. |
| Per – 6.8 per hr: | 15.00 hr | 15.00 hr | 18.00 hr |

ESCALATION:

“Items listed on the price schedule (Attachment A) shall be firm for the period of one (1) year, effective award date through one year. The vendor shall indicate below the maximum percent of annual increase that will be applicable during subsequent renewals, if any. The percent of increase will be used to determine the overall cost for the (3) year term of this contract. Justification of annual cost increase must be provided by the vendor at the time of an increase is requested, at a minimum 30 days prior to the annual contract anniversary date. Approval of any price increase will be at the sole discretion of Maricopa County.

Maximum Percent of Increase

| | |
|-----------------------|--------------|
| First Renewal | <u>1.5</u> % |
| Second Renewal | <u>1.5</u> % |
| Third Renewal | <u>1.5</u> % |
| Fourth Renewal | <u>1.5</u> % |

Evaluation for each line will be based the bid unit cost plus the maximum percentage of increase for the first through fifth year.

A C C I, 1201 N. 54TH AVENUE SUITE #133, PHOENIX, AZ 85043

AMCOR CONSTRUCTION CO dba A C C I, 1201 N 54TH AVE STE. 112, PHOENIX MESA, AZ 85043

PRIMARY

6.0 PRICING: S017201/B0604883

Terms: Net 30

Vendor Number: 860748416 A

Federal Tax ID Number: 86-0748416

Contact Person: Sharon Dove Hallman

Telephone Number: (602) 278-8488

Fax Number: (602) 278-8148

Contract Period: To cover the period ending **January 31, 2003 2005.**

HERNANDEZ COMPANIES INC, 3734 E ANNE STREET, PHOENIX AZ 85040

SECONDARY

6.0 PRICING: S017201/B0604883

Pricing, per specifications for painting services. Jobs over \$1,000 shall be competitively bid to all contractor's of record. Time and materials (under \$1,000) shall be called by rank by lowest bidder based on the per square foot rates. The cost of wear and tear on painting application equipment: i.e., rollers, brushes, sprayers, roller handles, etc., are to be included in the bid price and not billed to the County. Additionally, bid rate to include all equipment needed to perform the specifications.

| | <u>Time Zone Group 1</u> | <u>Time Zone Group 2</u> | <u>Time Zone Group 3</u> |
|---|------------------------------|------------------------------|------------------------------|
| 6.1 Labor, brush and roller painting services: | \$ <u>.40</u> /per sq. foot | \$ <u>.60</u> /per sq. foot | \$ <u>.60</u> /per sq. foot |
| 6.2 Labor, spray painting services: | \$ <u>.40</u> /per sq. foot | \$ <u>.60</u> /per sq. foot | \$ <u>.60</u> /per sq. foot |
| 6.3 Labor, wallpaper install new: | \$ <u>.45</u> /per sq. foot | \$ <u>.68</u> /per sq. foot | \$ <u>.68</u> /per sq. foot |
| 6.4 Labor, wallpaper remove old/install new: | \$ <u>.65</u> /per sq. foot | \$ <u>.98</u> /per sq. foot | \$ <u>.98</u> /per sq. foot |
| 6.5 Labor, wall coverings, install new: | \$ <u>1.00</u> /per sq. foot | \$ <u>1.50</u> /per sq. foot | \$ <u>1.50</u> /per sq. foot |
| 6.6 Labor, wall coverings, remove old/install new: | \$ <u>2.25</u> /per sq. foot | \$ <u>3.38</u> /per sq. foot | \$ <u>3.38</u> /per sq. foot |
| 6.7 Labor, for services outside the scope of this contract: | \$ <u>28.00</u> /per hr. | \$ <u>42.00</u> /per hr. | \$ <u>42.00</u> /per hr. |
| 6.8 Paint, coatings, other paint materials, wallpaper, wallcoverings, etc., cost plus | | | <u>15</u> % |
| 6.9 Dry wall repair/plaster repair and texturing: | \$ <u>30.00</u> /per hr. | \$ <u>45.00</u> /per hr. | \$ <u>45.00</u> /per hr. |

Note: Per square foot pricing based upon one (1) coat of approved paint

ESCALATION:

“Items listed on the price schedule (Attachment A) shall be firm for the period of one (1) year, effective award date through one year. The vendor shall indicate below the maximum percent of annual increase that will be applicable during subsequent renewals, if any. The percent of increase will be used to determine the overall cost for the (3) year term of this contract. Justification of annual cost increase must be provided by the vendor at the time of an increase is requested, at a minimum 30 days prior to the annual contract anniversary date. Approval of any price increase will be at the sole discretion of Maricopa County.

Maximum Percent of Increase

| | |
|----------------|------------|
| First Renewal | <u>5</u> % |
| Second Renewal | <u>5</u> % |
| Third Renewal | <u>5</u> % |
| Fourth Renewal | <u>5</u> % |

Evaluation for each line will be based the bid unit cost plus the maximum percentage of increase for the first through fifth year.

HERNANDEZ COMPANIES INC, 3734 E ANNE STREET, PHOENIX AZ 85040

SECONDARY

6.0 PRICING: S017201/B0604883

| | |
|------------------------|--|
| Terms: | Net 30 |
| Vendor Number: | 860320128 |
| Federal Tax ID Number: | 86-0320128 |
| Contact Person: | Gregory S. Gross |
| Telephone Number: | (602) 438-7825 |
| Fax Number: | (602) 438-6558 |
| Contract Period: | To cover the period ending January 31, 2003 2003 2005 . |